



CLIENT SERVICE AGREEMENT

This AGREEMENT is made this 27th day of January 2011, by and between the Board of Sumter County Commissioners its employees, officers, directors, subsidiaries, and agents (Client) of 316 East Seminole Avenue, Bushnell, FL 33513 and ATC GROUP SERVICES INC. dba ATC ASSOCIATES INC., its employees, officers, directors, subsidiaries, and agents (ATC) at 5602 Thompson Center Court, Suite 405, Tampa, Florida 33634.

The parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATC: 5602 Thompson Center Court, Suite 405, Tampa, Florida 33634

CLIENT ADDRESS: Board of Sumter County Commissioners, 316 East Seminole Avenue, Bushnell, FL 33513

PROPOSAL NAME/NUMBER: 005-2011-0023 (NESHAP Pre-Renovation Asbestos Survey) \$9,455.00

1. SERVICES TO BE PERFORMED ATC shall prepare a proposal and/or a service order for Client. The proposal and/or service order shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATC will be authorized to proceed with the Services (Service Order), when Client indicates its acceptance by signing this Agreement. The Service Order, any attachments pertaining to the Service Order, and this Agreement shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Service Order, these additional Services shall be set forth in a new Service Order satisfying all applicable and appropriate requirements including a separate schedule of fees and Services (Change Order).

3. COMPENSATION Client will pay ATC for Services and expenses in accordance with the Service Order. ATC will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. ATC may suspend work, withhold reports and vacate the site without liability if payment is not received. Client will indemnify ATC for all claims concerning the suspension of work for nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay ATC's attorney's fees, and all other costs incurred in collecting past due amounts. ATC may from time to time revise its fees and/or rates and advise client either by general notification, or by specific Service Order.

4. EXPENSES Unless otherwise stated in the Service Order, Client agrees to pay ATC for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATC in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Service Order. ATC will submit a Change Order to Client detailing other reimbursable expenses not outlined in the Service Order, for written authorization prior to billing.

5. INSURANCE ATC agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described below.

a. Workers' Compensation (statutory)

Employer's Liability	
▪ Each accident	\$ 1,000,000
▪ Disease – Each Employee	\$ 1,000,000
▪ Disease – Policy Limit	\$ 1,000,000

b. Commercial General Liability

▪ Each Occurrence	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ General Aggregate	\$2,000,000
▪ Products and Completed Operations Aggregate	\$2,000,000

c. Commercial Automobile Liability

▪ Combined Single Limit	\$1,000,000
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d. Errors and Omissions / Professional Liability

▪ Each Claim	\$1,000,000
▪ Annual Aggregate	\$1,000,000

e. Contractor's Pollution Liability

▪ Each Claim	\$1,000,000
▪ Annual Aggregate	\$1,000,000

6. OBLIGATIONS OF CLIENT Client warrants that all information provided to ATC concerning the required Services, is complete and accurate to the best of Client's knowledge. Client agrees to advise ATC prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that ATC is relying upon the completeness and accuracy of information supplied to it by Client and ATC will not independently verify such information unless otherwise provided in the Service Order. Client shall be solely responsible for and shall indemnify and hold harmless ATC for any costs, expenses or

damages incurred by ATC due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold ATC liable if ATC's recommendations are not followed and waives any claim against ATC, and agrees to defend, indemnify and hold ATC harmless from any claim or liability for injury or loss that results from failure to properly implement ATC's recommendations.

7. **STANDARD OF CARE** ATC's Services as defined by the Service Order shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give ATC written notice within one (1) year of any breach or default under this section and to provide ATC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATC, as a condition precedent to any claim for damages.

8. **LIMITATIONS OF METHOD RELIABILITY** The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of a Service Order as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. ATC's observations only represent conditions observed at the time of the Site visit. ATC is not responsible for changes that may occur to the Site after ATC completes the Services.

9. **INTERPRETATION OF DATA** ATC shall not be responsible for the interpretation of ATC data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATC and that the data interpretations and recommendations of ATC's personnel are based solely on the information available to them.

10. **THIRD PARTY INFORMATION** ATC is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATC shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

11. **SITE ACCESS** Client grants or shall obtain for ATC a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Service Order, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend ATC against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Service Order, ATC is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATC during ATC's performance of the Services. ATC is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATC from gaining access to building materials, systems, and/or components.

12. **SITE CONTROL** ATC's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATC's employees does not mean that ATC is observing or verifying all Site work or placement of all materials. Client agrees that ATC will only make on-Site observations appropriate to the Services provided by ATC and will not relieve others of their responsibilities to perform the work.

13. **TEST AND SAMPLING LOCATIONS** Unless otherwise specified in the Service Order, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. The Client should retain the services of a professional surveyor, if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATC reserves the right to deviate a reasonable distance from the boring and sampling locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied.

14. **SAMPLES AND EQUIPMENT** Unless otherwise specified in the Service Order or required by law, ATC will not retain any samples obtained from the Site. At no time does ATC assume title to the samples; all samples shall remain the property of the Client. ATC will, however, sign manifests as agent for Client.

All laboratory and field equipment contaminated during ATC's Services that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Service Order.

15. **ENGINEERING AND CONSTRUCTION SERVICES** If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and or engineering, ATC assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATC's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Service Order.

Unless otherwise specified in the Service Order, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATC's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. **OPINIONS OF COSTS** ATC may provide estimates of costs for remediation or construction as appropriate based on

available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by ATC.

17. **SAFETY** ATC shall not, unless otherwise specified in the Service Order, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site.

18. **UTILITIES** Unless otherwise specified in the Service Order, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns and/or operates. Client shall indemnify, defend and hold harmless ATC from and against any claims, losses or damages incurred or asserted against ATC related to Client's failure to mark, protect or advise ATC of underground structures or utilities.

19. **ROOF CUTS** Unless otherwise specified in the Service Order, if roof cuts/samples are required by the Services, it is the responsibility of the Client to make appropriate repairs. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time samples are obtained, ATC may make temporary repairs, which may result in additional charges. ATC personnel are not certified in roofing repair, therefore under no circumstances, shall ATC be responsible for any water damage to the roofing system, building, or its contents resulting from ATC's temporary repairs.

20. **HAZARDOUS CONDITIONS OR SUBSTANCES** The Client acknowledges that ATC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the Client.

Client agrees to indemnify and hold harmless ATC against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATC acting as Client's agent to sign waste manifests, allegations that ATC is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. **RIGHT TO STOP WORK** If, during the performance of a Service Order, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATC's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATC may immediately suspend work.

22. **ATC AND CLIENT INDEMNIFICATION** ATC shall indemnify and hold harmless Client against claims, demands, and

lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of ATC, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless ATC from and against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to ATC shall also be granted to those subcontractors retained by ATC for the performance of the Services.

23. **LIMIT OF LIABILITY** ATC's total liability for the Services under this Agreement for all claims or causes of action of any kind including but not limited to negligence, bodily injury or property damage, breach of contract or warranty shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.

24. **CONSEQUENTIAL DAMAGES** In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATC shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. **WARRANTY** ATC is not a manufacturer. If any equipment is used or purchased by ATC for a Service Order the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATC makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATC to Client.

26. **DOCUMENTS** Project-specific documents and data produced by ATC under this Agreement shall, upon completion of the Service Order become the property of Client upon payment of amounts owed ATC. ATC shall have the right, but not the obligation, to retain copies of all such materials.

27. **RELIANCE** Documents and data produced by ATC are not intended or represented by ATC to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third party's sole risk.

28. **THIRD-PARTY CLAIMS** Client agrees to pay ATC's costs (including reasonable attorney's fees) for defending ATC against any claims that a third party or a regulatory agency asserts against ATC related to the Services that were provided to Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by ATC.

29. **SUBPOENAS** The Client is responsible for payment of ATC's time and expenses resulting from ATC's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATC is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATC shall not object on Client's behalf to any subpoena, but will make reasonable efforts to cooperate with Client if Client chooses to object.

30. **TERMINATION OF CONTRACT** This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Service Order will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, ATC shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

31. **ASSIGNMENT** Neither the Client nor ATC may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

32. **FORCE MAJEURE** Neither Client nor ATC shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

33. **GENERAL PROVISIONS** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Service Order, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or

be construed as a waiver of any future default, whether like or different in character.

ATC is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

ATC ASSOCIATES INC.

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CLIENT:

BOARD OF SUMTER COUNTY COMMISSIONERS
(Person authorized to execute contracts)

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATC PROPOSAL NUMBER: 005-2011-0023

(NESHAP Pre-Renovation Asbestos Survey - \$9,455.00)



PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

54337

To

BUSHNELL, FLORIDA 33513-9402

April 18, 2011

ATC Associates Inc
5602 Thompson Center Court, Suite 405
Tampa FL 33634

DATE

DEPT. Facilities Development

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305-100-519-6240			Pre-Renovation Asbestos Survey	9,455.00	9,455.00
			GSA Contract GS-10F-0458N QUOTE ATTACHED		
			TERMS:	TOTAL	9,455.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF
THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY:

OFFICER OR DEPT. HEAD

DATE:

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL
EXCISE TAXES, STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.



5602 Thompson Center Court, Suite 405
Tampa, Florida 33634
www.atcassociates.com
813.889.8960
Fax 813.889.8754

PD 54221

Mr. Freddie Fudge
Maintenance Technician
Board of Sumter County Commissioners
Construction & Facilities Services
Facilities Maintenance Department
316 East Seminole Avenue
Bushnell, FL 33513

January 27, 2011

Reference: **Proposal for NESHAP Pre-Renovation Asbestos Survey**
Sumter County Courthouse
209 North Florida Avenue
Bushnell, FL
ATC Proposal No. 005-2011-0023

Dear Mr. Fudge:

At your request, ATC Associates Inc. (ATC) is pleased to provide you with this proposal for a NESHAP pre-renovation survey to include bulk sampling, laboratory analysis, and a report for asbestos-containing materials (ACMs) for the Sumter County Courthouse located at 209 North Florida Avenue in Bushnell, Florida. The sampling of suspect materials will be performed in compliance with current EPA and State of Florida regulations. This proposal outlines the scope of services and the estimated fees that we feel are appropriate for your project.

SCOPE OF SERVICES

The proposed scope of services for this project consists of the following tasks. Each task is described in the following paragraphs:

TASK 1: Visual Inspection

For the purposes of the asbestos survey, a visual inspection of the Sumter County Courthouse will be performed and observations of the construction will be noted. This survey shall include the original courthouse building constructed in the 1913 and the two additions added in approximately 1970 and 1980. In accordance with EPA regulations each building shall be sampled as a separate homogenous area.

TASK 2: Bulk Sampling of Suspect Asbestos-Containing Building Materials

Bulk samples will be collected, in general accordance with the Asbestos Hazard Emergency Response Act (AHERA) protocol and the protocol established in American Society for Testing and Materials (ASTM) Standard E2356. **The sampling of roofing materials is not included within the scope of services of this survey.**

TASK 3: Polarized Light Microscopy Analysis of Bulk Samples

ATC will transfer all of the bulk samples collected to Hygeia Laboratories, Inc. (Hygeia) where each sample will be prepared for polarized light microscopy (PLM) analysis coupled with dispersion staining. This method is recommended by EPA and specifically identifies the different types of asbestos minerals. Analytical results will incorporate visual estimates of material constituents, stopping at the first positive analysis. The fee outlined in this proposal includes analysis of up to four-hundred ten (410) bulk samples.

TASK 4: Report of Findings

Based on our visual observations of the building materials and the subsequent laboratory results, ATC will develop a report of findings for the building outlining our findings, sample locations, quantities and types.

ESTIMATED FEES

The sampling event will be completed for a lump sum fee of **\$9,455.00**. This fee includes all fieldwork, report writing, expenses, and the analysis of up to four-hundred ten (410) bulk samples. Should it be necessary to analyze more than four-hundred ten (410) samples a fee of \$15.00 per sample will be accrued.

AUTHORIZATION

If you agree with the scope of work, fee estimates and terms and conditions contained herein, please complete and sign the attached Client Service Agreement. ATC will begin the survey as soon as the signed Client Service Agreement has been returned to us.

ATC appreciates the opportunity to provide this proposal to you. If you have any questions or special instructions, please contact us. We are looking forward to doing business with you.

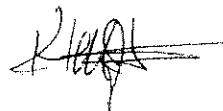
Sincerely,

ATC ASSOCIATES INC.

Asbestos Business Organization License No. ZA-0000031



Adam Bourcy
Project Manager



Kurt M. Juntunen, CIH, CSP, LAC
Industrial Hygiene Division Manager

Attachments: Client Service Agreement